

PHYSICIAN SERVICES AGREEMENT
Novel H1N1 Influenza School/Head Start Vaccination Program

THIS Agreement is by and between the MISSISSIPPI STATE DEPARTMENT OF HEALTH (hereinafter “MSDH” and _____ (hereinafter “Physician”) and is as follows:

WHEREAS, MSDH, is implementing a program for giving H1N1 influenza vaccinations to students in the school/Head Start setting in Mississippi (the “H1N1 Vaccination Program”), and

WHEREAS, MSDH needs the assistance of physicians in local communities to administer the H1N1 influenza vaccine and the undersigned Physician desires to assist with the H1N1 Vaccination Program as hereinafter set forth.

IN CONSIDERATION OF THE FOREGOING and the mutual benefits inuring to each party, the parties do hereby agree as follows:

1. Physician Assistance with H1N1 Vaccination Program – Physician (physician’s clinical staff) agree to conduct vaccination clinics within a school or head start to administer the Novel H1N1 vaccine to students who have signed consent forms from the parents /guardians. Additionally, the physician is authorized to vaccinate the teachers and school administrative staff who meet the priority groups described in the ACIP recommendations. The Physician agrees not charge the students, teachers or bill a third party for vaccinations provided within the school.

- a.) The physician and staff will be responsible for working directly with the school administration to get the necessary documentation completed from the parents/guardians.
- b.) The physician and staff will be responsible for entering the vaccine administration information for each person vaccinated into the MS Immunization Information eXchange (MIIX) system.
- c.) The physician and staff will be responsible for conducting a second clinic for the administration of the second dose of Novel H1N1 for children 9 years of age and under.

2. Compensation – MSDH shall pay Physician the sum of \$5.00 per vaccination that is administered by or under supervision of the Physician in the school setting. Said sum will be paid.

- a.) The Physician will submit an invoice to the MSDH for the number of vaccinations administered within the adopted school.
- b.) The MSDH will match the invoice with the MIIX Novel H1N1 Doses Administered Report for the adopted school at the end of each month.
- c.) Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor’s choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in the United States currency. All vendors, unless specifically exempted, must be set up for payment through PayMode, the State’s e-payment system. To register for PayMode, vendors should go to the Bank of America’s enrollment website at <http://portal.paymode.com/ms>.
- d.) Payment for the doses administered will be processed within 45 days of receipt of invoice.

3. Physician Immunity – Because MSDH is contracting with Physician to provide the health services described in this Agreement, Physician shall not be held personally liable for acts or omissions occurring within the course and scope of services provided under this Agreement, as provided by the Mississippi Tort Claims Act, Miss. Code Ann., Sections 11-46-1, et seq. For any claim against Physician for alleged acts or omissions

of Physician within the course and scope of services provided under this Agreement, MSDH shall provide a defense for Physician and shall cover any liability for such claim pursuant to the requirements of the Mississippi Tort Claims Act. Nothing in this Agreement is intended, nor shall it be construed, to require Physician to contribute monetarily to the defense of such claim described in the preceding sentence or to pay any judgment arising from such claim, through common law or contractual indemnity or otherwise. MSDH and the State of Mississippi shall not be entitled to contribution or indemnification, or reimbursement for legal fees and expenses from Physician unless a court shall find that the act or omission of Physician was outside the course and scope of services provided by this Agreement.

4. Termination - This Agreement may be terminated by either party by giving the other party fifteen (15) days written notice.

| | | |
|---------------------------|-------------------|--|
| For the Contractor | Name: | |
| | Title: | |
| | Organization: | |
| | Street Address: | |
| | City, State, Zip: | |
| For the Department | Name: (MSDH) | |
| | Title | |
| | Organization: | |
| | Street Address: | |
| | City, State, Zip | |

5. Other terms of this agreement are as follows: [See Attachment A- Conflicts of Interest Form & Attachment B- Minority Vendor Form]

6. A. Official Signatures for the agreement on behalf of the Department are as follows:

Program Director/Originator _____ Date

Office Director/District Health Officer/District Administrator, or Designee _____ Date

Director of Health Administration/Chief Administrative Officer _____ Date

- B. Official Signatures for the agreement on behalf of the Contractor are as follows:

Contractor's Signature and Title _____ Date

Tax ID#: (attach IRS Form W-9 -needs to be for where the payment is to be issued)

Telephone Number

- C: Invoices should be submitted to (Public Health District Representative ie, Administrator, Immunization Representative):

ATTACHMENT A: CONFLICTS OF INTEREST

1. List the names of Members of the Board of Directors or other Governing Body: If none, check: ☐

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2. Are any Members of the Governing Body or Project Staff also MSDH employees?

Check one, only: ☐ YES ☐ NO

3. If Yes, please list the name of the MSDH employee(s) and the position held within the MSDH.

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4. Are any Members of the Governing Body or Project Staff also Spouses, Parents, or Children of MSDH Employees?

Check one, only: ☐ YES ☐ NO

5. If Yes, List the Name and Relationship to the MSDH employee:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

6. List all other current agreements with MSDH (include \$ amount and agreement beginning & ending dates):

If none, check: ☐

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

7. Contractor's Signature:

Signature

Date